

Remarks

The November 16, 2007 rejection rejected Claims 1-7 under 35 U.S.C. § 112, first paragraph as failing to comply with the written description requirement because, allegedly, the electronic data account recited in the claims is not supported by the application and the term “executing,” recited in the step of “executing a purchase transaction having a dollar amount within the established purchasing limit,” is unclear. The subsequent Advisory Action found similarly despite the Applicants’ arguments. The Applicants respectfully request reconsideration.

With respect to “executing,” the Applicants respectfully submit that this term means performing procedures for online purchasing as assumed in the November 16, 2007 rejection.

With respect to the data account, the Applicants incorporate the arguments in their response to the November 16, 2007. In addition, the Applicants respectfully submit that the only support for the Advisory Action’s finding that the data account is not sufficiently disclosed is a portion of the Specification that states “[i]n this embodiment, payment security between consumers and vendors can be maintained through use of an on-line Stored Value Lock Box (SVLB). Consumers can credit or ‘fill’ their SVLB through any of a variety of available mechanisms, such as by phone, mail or the Internet.” The Advisory Action argues that the use of the term “fill” shows that the lock box is funded. In its response to the final rejection, the Applicants argued that this same passage supports the claimed data account. One skilled in the art would certainly understand that the word fill is in quotes because it is not being used in the traditional sense; i.e., to fill an account with funds or make a traditional deposit. The Advisory Action provides no reason why fill is in quotes or why one skilled in the art would believe that the lock box is being funded.

Nevertheless, the claims are amended to recite “creating an electronic lock box” instead of an electronic data account. An electronic lock box is clearly supported by the originally filed application. *See e.g.*, pages 2-7 and 9 of the originally-filed Specification. The Applicants respectfully submit that this change simply puts the application in condition for allowance. A lock box was recited in the originally-filed claims and, thus, should have been searched already.

In addition, independent Claims 1 and 5 have been amended to recite that the “lock box does not store funds.” Independent Claim 4 and dependent Claims 2 and 6 also include “wherein the merchant does not have access to the credit card account.” Support for these elements is found on at least pages 3, 4, and 10 of the originally-filed Specification. In particular, the Specification provides that “the provider [of the SVLB] verifies the SVLB for the credit amount and then authorizes and approves the transaction [between the merchant and customer]. The system then contacts the credit card issuing bank, directs funds to the appropriate SVLB and transfers the funds . . . to the merchant.” *See* page 3. The Specification also provides, “[o]ther than electronic authorization from the consumer, *data* can be entered [to the SVLB] by the system operations personnel . . .”. *See* page 10. The Specification also provides, “[w]hen the purchase selection is made, the consumer preferably enters the SVLB number in place of the credit card number.” *See* page 4.

These amendments are made to further clarify the scope of the claims in response to the Examiner’s suggestion during a February 5, 2008 telephone interview, which the Applicants appreciate greatly. The Applicants respectfully submit that these elements simply clarify the scope of the independent claims and, therefore, put the application in condition for allowance. In particular, that the lock box does not store funds is included in the previous recitation of a “data account.” One skilled in the art would understand that the element that the merchant does not

have access to the credit card account has been provided in the dependent claims (see e.g., Claim 2) in one form or another since the originally-filed claims. Therefore, the aforementioned elements have been searched.

Claims 1, 3 and 5 are amended also to correct minor informalities. The claims are not amended otherwise and the Remarks below simply put the application in condition for allowance. The Applicants respectfully submit that this Response should be entered. *See* MPEP 714.13.

The Applicants acknowledge the rejection of Claims 1, 2, and 4-6 under 35 U.S.C. §103 as being unpatentable over US 7,006,993 to Cheong et al. (“Cheong”) in view of US 2005/0192896 (“Hutchinson”). The Applicants also acknowledge the rejection of Claims 3 and 7 as unpatentable over Cheong in view of Hutchinson, further in view of US 2005/0035193 (“Gustin”). Reconsideration and withdrawal of the obviousness rejections is respectfully requested in light of the following.

Even assuming *arguendo* that one skilled in the art would combine Cheong with any of the aforementioned other references, the combination does not disclose every element of the claims. In particular, Applicants respectfully submit that none of the references, and in particular Cheong, disclose the claimed lock box.

In addition to what is provided above, Claim 1 recites, “***after executing the purchase transaction***, requesting funds from the customer’s established credit card account and routing the funds to the merchant.”

Cheong discloses a system that allows internet users to pay for purchases online even if the users do not have a credit card account. *See* Abstract (“A surrogate system . . . is provided through which an individual ***without a credit card*** is enabled to shop at online merchant sites.”).

To do this, users *load* their surrogate card with funds. In Cheong's system, funds must be present in the account (i.e., loaded on the card) *before* executing a purchase transaction or concurrently therewith. *See* col. 8, lns. 46-50 ("once created, an account is funded *prior to* executing purchase transactions or *concurrently with* a purchase transaction.") Therefore, Cheong does not disclose a system wherein funds are requested and provided from a credit card account *after* executing the purchase transaction as claimed. And, modifying Cheong's system to operate as claimed would render it inoperable. As stated, the purpose behind Cheong's system is to provide a system that allows users without credit cards to make purchases online (where a user must usually have a credit card to make purchases). The funded surrogate card insures that the user has the funds to pay for the on-line merchandise even though the user does not have credit. Replacing the surrogate card of Cheong with a traditional credit card (or a card wherein payment is effected after the transaction is executed) would render Cheong's system inoperable because the user would have to have some form of back-up credit to pay for the purchase after the purchase transaction. In other words, a merchant would not sell goods to a customer using Cheong's system without a loaded card. Thus, modifying Cheong's system as such would mean that Cheong's system no longer provides a system for online payment for those without credit cards. The Applicants note that similar arguments were provided in the August 13, 2007 response to the July 6, 2007 office action.

In addition, as provided above, Claim 1 recites "after executing the purchase transaction, requesting funds from the customer's *established credit card account* and routing the funds to the merchant." Similarly, Claim 2 recites "routing a request for funds totaling the dollar amount of the transaction *to the customer's established credit card account.*" Claim 3 recites "receiving the requested funds *from the consumer's established credit card account.*" Claim 5 recites

“means for routing the requested funds [from the consumer’s established credit card account] to a merchant computer.”

Cheong does not disclose a system wherein funds are routed to the merchant *from the consumer’s established credit card account* as claimed. As provided above, the funds are routed from the surrogate card (i.e., what the rejection presumably finds to be the data account or lock box account.) *See* col. 8, lns. 46-50. And, even assuming *arguendo* that Cheong discloses a system that *may* be used by someone with an established credit card, in Cheong’s system, payment to the merchant is not provided from that credit card. Thus, even assuming *arguendo* that Cheong’s surrogate card and credit card account are likened to the presently claimed lock box account and established credit card account, respectively (as found by the rejection), in Cheong, payment is effectuated from the surrogate card (i.e., what would arguably be the lock box account). Payment is not effectuated from the user’s credit card as claimed. Therefore, Cheong does not disclose a system wherein funds are routed to the merchant from the established credit card account as claimed.

Next, Cheong does not disclose the claimed lock box or that the lock box does not store funds; and wherein the merchant does not have access to the credit card account as recited in the claims.

As provided above, Cheong discloses a system wherein a consumer must fund a surrogate system card. *See* Abstract (“the account can be funded using numerous fund sources” and “[t]he [surrogate system] credit card, once loaded with funds from the user’s corresponding funded account, is used to complete the purchase transaction.”) Thus, the funds in Cheong’s “account” are stored therein. *See* col. 17, lns. 50-54 (“Funds are loaded from the user’s account to the surrogate system credit card. As the consumer makes purchases, the consumer’s actual available

funds are reduced accordingly. Once the funds are depleted, the consumer must replenish the surrogate account with actual funds before executing any further transactions.

Conversely, the claimed lock box account holds customer data and related information. The SVLB does not store funds, is not linked to any financial institution, and payment for merchandise may not be provided directly by the SVLB. Unlike the account disclosed in Cheong, the lock box facilitates purchases made from the consumer's actual credit card (i.e., a funded account). Data stored in the lock box is used for authentication, and to *request* from the consumer's credit card account that payment be made to a merchant.

Similarly, in Cheong's system, the merchant has access to the surrogate card, and, therefore, has access to the account that provides payment to the merchant. Conversely, in the claimed invention, the merchant does not have access to the account that provides payment (i.e., the user's credit card account). Rather, the merchant has access to only the information regarding the lock box account. In this regard, the system of the present invention provides a user with more secure internet purchases because he or she does not have to put sensitive information, such as credit card information, online.

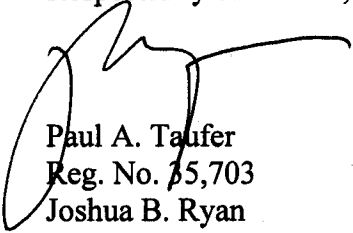
For the foregoing reasons, the Applicants respectfully submit that Cheong does not disclose the aforementioned elements of the claims.

The Applicants also respectfully submit that none of the other cited references disclose the aforementioned features. Hutchinson, for example, discloses that consumers consummate purchases using a virtual payment card, which operates similarly to Cheong's surrogate system card. *See Abstract*. Like Cheong's, Hutchinson's account is a funded financial account. Gustin discloses an automated document cashing system that does not provide a data account or other intermediary account between a merchant and consumer.

Based on the foregoing, the Applicants respectfully submit that any combination of the aforementioned references fails to disclose each and every element of the claims. Therefore, Claim 1, and Claims 2-7 which recite similar features, are all fully patentable over any combination of Cheong, Hutchinson, and Gustin.

In view of the foregoing, Applicants respectfully submit that the entire application is now in condition for allowance, which notice is earnestly solicited.

Respectfully submitted,



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